

**AGREEMENT BETWEEN
KING COUNTY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
WASTEWATER TREATMENT DIVISION
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DEFINITIONS

Base Hourly Classification - The series of pay steps within a Classification.

Business Teams - The work groups assigned by management to plan, monitor, evaluate, and carry out work assignments and operational standards within their area of responsibility.

Classification - A position, whose duties, responsibilities, and authority are allocated to a single descriptive title.

Classification Family - Those classifications within job progression through which employees can move by meeting the requirements of the Job Progression Program.

Examples:

Wastewater Treatment Operator In Training
Wastewater Treatment Operator
Wastewater Treatment Senior Operator



Classification Family

Industrial Maintenance Worker
Industrial Maintenance Mechanic
Industrial Master Mechanic



Classification Family

Emergency - an unforeseen combination of circumstances or the resulting state that calls for immediate action.

Full-time Employee - an employee normally scheduled to work forty (40) hours per week or one who works an alternative work schedule recognized as equivalent status to a forty (40) hour week.

Job Progression - a system of employee advancement through a classification family based upon the employee's contribution to the business that does not require job openings to enable the employee to advance.

Opening - a vacancy the Employer has determined should be filled.

Pager - one that pages; esp., beeper

Part-time Employee - an employee normally scheduled less than forty (40) hours per week.

Regular Employee - an employee in a budgeted FTE position.

Salaried Employee - defined by the state Minimum Wage Act (MWA) and the Fair Labor Standards Act (FLSA) and are exempt from the overtime requirements of the FLSA and MWA and are

1 expected to work the hours necessary to satisfactorily perform their jobs.

2 **Temporary Employee** - an employee hired for a period of less than six (6) months to fill a special
3 project position of limited duration or to provide short-term replacement staffing for regular
4 employees absent from their positions for reasons such as leave of absence.

5 **Term-Limited Temporary Employee** – a temporary employee who is employed in a term-limited
6 temporary position for a period of six (6) months or longer. Term-limited temporary employees are
7 not members of the career service. Term-limited temporary employees may not be employed in
8 term-limited temporary positions longer than three years beyond the date of hire, except that for
9 grant-funded projects, capital improvement projects and information systems technology projects the
10 maximum period may be extended up to five years upon approval of the director. The director shall
11 maintain a current list of all term-limited employees by department.

12 **Transfer** - movement between business teams.

13 **Vacancy** - an unfilled position resulting from retirement, termination, promotion, demotion, or the
14 creation of a new position.

1 **PREAMBLE**

2 This Agreement is the result of an interest-based bargaining process that reflects the
3 relationship between King County (the Employer) and the Service Employees International Union,
4 Local 925 (the Union). This relationship is a partnership based on mutual interests, respect, and trust.

5 This document establishes a framework within which the Employer and the Union can
6 achieve our joint mission to efficiently and effectively operate and maintain the public's wastewater
7 treatment system while providing a high quality work environment.

8 The Employer and the Union recognize that the workplace is in a period of growth and
9 change.

10 The Employer and the Union also agree that change in the workplace is an evolutionary
11 process, which requires the commitment of both parties over time. The elements of workplace
12 change, such as the Productivity Initiative, the Productivity Incentive Program, job progression, and
13 performance evaluation, must be integrated and viewed as a system.

14 In support of policies and practices that reflect our commitment to shared values, the
15 Employer and the Union:

- 16 • Listen and respond to public/customer concerns
- 17 • Trust each other
- 18 • Respect all people
- 19 • Promote a diverse workforce
- 20 • Take responsible risks
- 21 • Communicate openly
- 22 • Actively participate in decisions that affect us
- 23 • Behave the way we say we do
- 24 • Give and get reliable, quality business information
- 25 • Improve our technical excellence and teamwork
- 26 • Foster a labor/management partnership based on mutual interests
- 27 • Have fun, enjoy humor, "Lighten Up"

28 This Agreement was written through an interest-based process that allowed the Employer and

1 the Union to communicate openly to produce a contract while building positive, ongoing
2 relationships. This Agreement was developed to accomplish the following goals:

- 3 • Develop a compensation and benefit package that is the best in the wastewater treatment
4 industry, and which will attract and retain outstanding employees.
- 5 • Create an Agreement that generates gains in efficiency and effectiveness, is economically
6 feasible, and is justifiable to the Council, the ratepayer, and the public.
- 7 • Write an Agreement that is clear and easily understood.
- 8 • Develop an Agreement consistent with a supportive, productive, challenging, high-quality
9 work environment in which all employees are treated with dignity and respect and are
10 valued for their individual and team contributions.
- 11 • Collaborate to produce an excellent Agreement while building an ongoing
12 labor/management relationship based on open communications, mutual trust, and respect.
- 13 • Include a process in the Agreement by which mutually beneficial changes can take place.

1 **ARTICLE 1: LABOR/MANAGEMENT COMMITTEE**

2 **1.1 SEIU/WTD Labor Management Committee**

3 In this Agreement, the Employer and the Union set forth an approach for making ongoing
4 changes and continuous improvements in the workplace through an ongoing labor/management
5 process. Issues are to be discussed in an interest-based, collaborative manner and the
6 Labor/Management Committee (LMC) will access the services of a mutually acceptable source of
7 mediation services if consensus cannot be reached in a timely manner.

8 The Employer and the Union have established an ongoing process to identify each party's
9 issues, which may result in revisions to the current labor agreement and can address other matters,
10 mutually agreed upon between the parties.

11 To accommodate this process, the role of the LMC is to deal jointly with areas of mutual
12 interest, to move us towards our shared vision of a productive work place, and to oversee the tasks
13 and/or committees called for in this Agreement.

14 The LMC will be comprised of five (5) members of the bargaining unit who are
15 representatives of the Union and five (5) representatives of the Employer, plus one (1) representative
16 each from the Human Resources Division and the Union. The LMC will work together in the spirit
17 of and with principles consistent with the interest-based bargaining process.

18 **RESPONSIBILITIES of the LMC**

- 19 • Identify issues of mutual interest.
- 20 • Maintain and improve labor/management relations.
- 21 • Identify and solve problems.
- 22 • Provide a forum to exchange information.
- 23 • Develop an annual work program and schedule.
- 24 • Inform employees of LMC activities and actions.
- 25 • Provide an annual report.
- 26 • Perform other duties as mutually agreed to.

27 The committee will meet monthly. Changes or additions to the Agreement, policy, and/or
28 procedures will be published in draft form twenty-five (25) days prior to implementation date.

Comments will be considered and incorporated if appropriate. Changes or additions to the Agreement, policy, and/or procedures will be made by Memorandums of Agreement or Memorandums of Understanding. The Employer and the Union agree to the inclusion of handbooks for programs referenced in the Agreement developed collaboratively between the Employer and the Union as Appendices to the Agreement.

1.2 Labor/Management Committee

The Union will participate in the Wastewater Treatment Division Labor/Management Committee, comprised of representatives from all labor organizations within WTD and representatives of the employer.

1.3 Training

The LMC will sponsor joint training on changes made to this Agreement as a result of negotiations. Such training shall be delivered to managers, supervisors and stewards and will be considered work time.

1 **ARTICLE 2: RECOGNITION AND BARGAINING UNIT**

2 The Employer recognizes Service Employees International Union, Local 925, as the sole and
3 exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all
4 employees in the wastewater treatment facilities in classifications listed in the attached wage
5 schedule marked Appendix A. Excluded are all supervisory and confidential employees.

6 The Employer agrees to extend recognition of the Union as the bargaining representative for
7 any new or added Wastewater Treatment Facility operated by King County and to extend the terms of
8 this Agreement to represented employees working in those facilities.

ARTICLE 3: UNION SECURITY

3.1 Membership Dues And Fees

All regular and temporary employees covered by this Agreement shall, as a condition of employment, on or after the thirtieth day but not later than the sixtieth day following their date of employment, either (1) pay to the Union the regular initiation fee and regular monthly dues uniformly required of members, or (2) pay an amount established by the Union as Agency Fees not to exceed regular dues and fees uniformly required of members.

Failure by an employee to satisfy the above paragraph of this section shall constitute cause for dismissal provided the Union makes a written request for discharge, verifying that the employee received written notification of the delinquency and notification that non-payment within thirty (30) days will result in discharge by the Employer.

3.2 Religious Exemption

In accordance with RCW 41.56.122, employees covered by this agreement who qualify for an exemption from the requirement for Union membership based on a bona fide religious belief or on the bonafide teachings or tenets of a church or religion of which the employee is a member shall pay an amount of money equivalent to regular Union dues and initiation fee to a nonreligious charity or to another charitable organization mutually agreed upon by the public employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matters, the public employment relations commission shall designate the charitable organization.

3.3 Dues Deduction Procedure

Regular monthly dues and initiation fees shall be deducted by the Employer from the employee's paycheck when authorized in writing by the employee. The deductions will be transferred to the Union monthly. The Union shall refund any amounts paid to it in error. The Union will indemnify, defend, and hold the Employer harmless against any claims made and any suit instituted against the Employer on account of the application of any provision of this Article. The Employer shall notify the Union of changes in employment status on a monthly basis.

3.4 COPE Payroll Deduction

1 The Employer shall, upon receipt of a written authorization form that conforms to legal
2 requirements, deduct from the pay of such bargaining unit employee the amount of contribution the
3 employee voluntarily chooses for deduction for political purposes and shall transmit the same to the
4 Union.

ARTICLE 4: NON-DISCRIMINATION

The Employer and the Union are committed to an equal employment opportunity policy that prohibits discrimination on the basis of the following:

- Race
- Gender
- Sexual orientation
- Disability (except as exempted by a bona fide occupational qualification)
- Color
- Age
- Religious affiliation
- Service in the Armed Forces of the United States
- National origin
- Marital status
- Political affiliation
- Creed
- Union activity

The Employer and the Union also commit to support equal employment opportunity to ensure a diverse work force.

All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees, and members of the public alike, will be treated fairly and with dignity and respect.

1 **ARTICLE 5: STRIKES OR LOCKOUTS**

2 **5.1 No Strikes Or Lockouts**

3 During the term of this Agreement, neither the Union nor the employees covered by this
4 Agreement shall cause, engage in, sanction, or in any way encourage employees covered by this
5 bargaining unit to slowdown or strike. The Employer shall not institute any lockout of its employees
6 during the life of this Agreement.

7 **5.2 Safety Concerns Related To Picketing At A WTD Facility**

8 In the event of picketing at a WTD Facility, Management and the Union will develop an
9 approach for dealing with the safety concerns of the bargaining unit while ensuring plant operations.
10 When possible, these discussions will take place in advance.

ARTICLE 6: MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer shall have exclusive authority and responsibility to administer all matters that are not covered by this Agreement.

1 **ARTICLE 7: PRODUCTIVITY INITIATIVE**

2 The management of King County Department of Natural Resources and Parks (DNRP)
3 Wastewater Treatment Division, the Union, and other labor organizations representing Wastewater
4 Treatment Division employees agree to engage in a competitiveness and productivity initiative for
5 the benefit of the employees of the division, and the ratepayers of King County, our “customers.”
6 Recognizing the inevitability of change, the parties to this agreement intend to work together to
7 manage that change to their mutual benefit. We believe the partnership we are employing will
8 continue to provide our customers with the best and most efficient, state of the art wastewater
9 treatment utility in the country, while securing excellent family wage jobs and rewarding careers for
10 the employees of the division.

11 In order to accomplish this change successfully, we agree to the following:

12 1. There will be no involuntary layoffs during the period the Productivity Pilot Program is in
13 effect between Wastewater Treatment Division of DNRP and King County government. Any
14 reductions in force necessary to help meet productivity goals will be accomplished through attrition.

15 2. This Agreement acknowledges the partnership among the management of King County
16 DNRP, Wastewater Treatment Division, the Union, and other labor organizations representing
17 Wastewater Treatment Division employees to support and manage the change process as the
18 Productivity Pilot Program is implemented, and on a continual basis thereafter.

19 3. Management is committed to providing adequate resources for appropriate and necessary
20 training, career development, and incentives consistent with the business needs, within the financial
21 constraints of the business plan.

ARTICLE 8: PRODUCTIVITY INCENTIVE PROGRAM

8.1 Goals And Parameters

The goals of the Productivity Incentive Program are as follows:

- A. Provide financial incentives to employees to achieve higher than projected savings to the sewer ratepayers.
- B. Encourage teamwork.
- C. Encourage employee involvement in the business.

The parameters of the Productivity Incentive Program shall be consistent with County Code and the commitments and performance guarantees as set forth in the Wastewater Productivity Pilot Program, adopted by Motion 11156 (April 27, 2001).

8.2 Productivity Incentive Fund For Wastewater

Henceforth, the productivity incentive fund, as defined herein, shall be established each calendar year after the baseline annual operating target savings identified in the aforementioned Productivity Pilot Program are met and verified through an independent review. Fifty percent (50%) of those additional operating savings shall be retained by King County Wastewater Treatment Division and fifty percent (50%) shall be assigned to the Productivity Incentive Fund. A minimum of twenty-five percent (25%) of the funds assigned to the productivity incentive fund shall be paid out in cash to all employees participating in the productivity initiative with the remaining seventy-five percent (75%) distributed in accordance with Article 8.5.

8.3 Productivity Incentive Plan For Wastewater Capital Fund

The Productivity Pilot Program will develop a plan to identify additional savings associated with portions of the Wastewater Capital Program. The method of assigning savings to the Productivity Incentive Fund shall be specified in the plan. The County may not enter into any agreement, memorandum of understanding or any other document with any other party which would preclude the Union from participating in the Productivity Incentive Program for the Wastewater Capital Program.

Certain capital program work of the wastewater program has traditionally been performed by independent contractors procured by the county rather than county employees. If the wastewater

1 program begins to use county employees for all or any portion of such capital program work in
2 connection with implementation of the productivity initiative, subsequent use of independent
3 contractors shall not be limited as a result of this temporary pilot project.

4 **8.4 Prior Ongoing Permanent Savings**

5 In order to memorialize the gainsharing distribution for ongoing permanent savings to the
6 wastewater program achieved under a prior collective bargaining agreement, a permanent adjustment
7 for past productivity gains will be added to each employee's base hourly pay rate. Effective
8 November 1, 2003, the adjustment shall be raised from \$1.43 per hour to \$1.46 per hour. This
9 amount shall be adjusted for COLA on January 1, 2004, January 1, 2005 and January 1, 2006, using
10 the formula described in Appendix A.

11 **8.5 Productivity Incentive Oversight Committee**

12 A Productivity Incentive Program Oversight Committee shall be responsible for oversight of
13 funds allocated to the fund. The committee shall be comprised of thirteen (13) members, four (4)
14 representatives shall be selected by SEIU, Local 925.

15 Ex-officio membership may include, but shall not be limited to the Office of the Executive
16 and the Finance & Business Operations Division of the Department of Executive Services.

17 The Productivity Incentive Program Oversight Committee shall have the authority and
18 responsibility to determine the distribution and use of the fund, subject to approval by the Division
19 Director of the Wastewater Treatment Division. In addition to the minimum annual payouts to
20 employees, as referenced in Article 8.2, the distribution of the funds may include, but not be limited
21 to:

- 22 • Increased annual payouts to employees.
- 23 • Investment in employees through training and other employee development programs.
- 24 • Award and recognition program
- 25 • Reserve fund
- 26 • Other activities consistent with achieving the goals of the Productivity Pilot Program.

27 The Productivity Incentive Program Oversight Committee shall prepare an annual report on
28 the management of the fund. The fund shall be audited on an annual basis.

ARTICLE 9: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD

9.1 General

Employees covered by this Agreement shall be classified as regular or temporary and may be either full-time or part-time. The Employer shall staff positions as full-time where possible, recognizing that legitimate work requirements or employee needs may require the use of part-time or temporary employees.

9.2 Types Of Employees

A full-time employee is one normally scheduled to work forty (40) hours per week or one who works an alternative work schedule recognized as equivalent status to a forty (40) hour week.

A part-time employee is one normally scheduled less than forty (40) hours per week.

A temporary employee is one hired for a period of less than six (6) months to fill a special project position of limited duration or to provide short-term replacement staffing for regular employees absent from their positions for reasons such as leave of absence. A temporary employee may be terminated without recourse to the Conflict Resolution and Grievance Procedure.

A Term-Limited Temporary Employee is a temporary employee who is employed in a term-limited temporary position for a period of six (6) months or longer. Term-limited temporary employees are not members of the career service. Term-limited temporary employees may not be employed in term-limited temporary positions longer than three (3) years beyond the date of hire, except that for grant-funded projects, capital improvement projects and information systems technology projects the maximum period may be extended up to five (5) years upon approval of the Director of the County's Human Resources Division of the Department of Executive Services. The Director shall maintain a current list of all term-limited temporary employees by department.

9.3 Probationary Period

The first six (6) months of regular employment shall be a probationary period for all employees. During this period an employee may be terminated without recourse to the Conflict Resolution and Grievance Procedure.

9.4 Trial Service Period

All employees who have completed a probationary period and are promoted or transferred to

1 a different classification within the bargaining unit shall serve a six (6) month trial service period
2 during which they may be reverted back to their prior job classification and appropriate pay step for
3 cause, subject to appeal through the Conflict Resolution and Grievance Procedure. Employees
4 participating in job progression shall serve no trial service period if they are progressing in the same
5 classification family.

1 **ARTICLE 10: PERSONNEL ACTIONS**

2 **10.1 Job Postings**

3 The purpose of posting job announcements is to ensure that interested employees know of
4 vacancies that occur within the bargaining unit and that they have a reasonable chance to compete for
5 those positions.

6 **10.2 Non-Competitive Positions For Internal Candidates**

7 Regular positions may be filled on an acting or temporary basis for no more than six (6)
8 months without competition. However, the affected Business Team(s) and Section Manager may
9 jointly approve an extension of less than six (6) additional months. The LMC shall be notified of all
10 appointments and extensions. If management determines that a non-competitive appointment needs
11 to become a continuing assignment, the position will be reposted to allow internal competition for the
12 position. Management needs to determine this change far enough in advance to carry out the
13 necessary administrative details in a timely manner.

14 **10.3 Competitive Positions**

15 Regular and special project positions lasting longer than six (6) months will use a competitive
16 selection process. All employees, including temporaries, are eligible to apply for these positions.
17 Employees who have attained career service status or are in a regular appointment, but serving a
18 probationary period, have preference over candidates with temporary status. Probationary employees
19 who are selected for another competitive position, will serve a six (6) month probationary period in
20 their new position. If they do not successfully complete the probationary period in their new
21 position, management will make a good faith effort to assist the employee in finding another position,
22 but will not guarantee that the employee will be placed.

23 **A.** The Employer will post announcements of openings at all work-sites for a
24 minimum of fourteen (14) calendar days. Jointly developed selection criteria, as approved by the
25 affected Business Team(s), will be established in advance of recruitment. The announcement shall
26 include selection criteria to be used in the selection process.

27 **B.** The end date for special project positions will be clearly stated in the posting.

28 **C.** If there are sufficient qualified internal candidates to fill an opening, based upon

the selection criteria, the position will be filled internally.

D. Except for special project positions, if an opening occurs within six (6) months of the establishment of a list of qualified candidates, the Employer may select the most qualified candidate(s) from the list.

10.3.1 Internal Candidates

Internal Candidates refers to all employees covered by this Agreement. Employees who have attained career service status or are in a regular appointment, but serving a probationary period, have preference over candidates with TLT or temporary status. The selection panel will first consider applications from members of the bargaining unit, who are in the same classification or classification family who wish to be considered as transfer candidates. The position will be advertised to members of the bargaining unit, if there are no transfer candidates.

Transfer candidates will be selected on the basis of classification family seniority in the following classifications/classification families: Industrial Maintenance Mechanic Family, Industrial Instrument Technician, Industrial Maintenance Electrician, Industrial Instrument/Electrical Technician Lead, Inventory Purchasing Specialist I, II and III, Wastewater Support Specialist, Industrial Lubrication System Specialist, Industrial Machinist, Industrial Machinist/Mechanic Lead, and Industrial Engine Mechanic.

10.3.2 External Candidates

If no qualified internal candidate is selected by the appointing authority, the position may be posted for applications from candidates not covered by this Agreement, following the County's established hiring practices.

10.4 Selection/Promotion

A joint task force of the Employer and the Union shall establish minimum qualifications and selection criteria for each job classification including appropriate and consistent weighting of criteria. Criteria shall include technical skills, interpersonal skills, and other relevant factors.

A panel of business team members, not including candidates for promotion, will consider all qualified employees and make promotion recommendations to management in writing. Recommendations shall be based upon criteria referenced above. If all candidates' qualifications are

comparable, then WDT-wide seniority takes precedence.

Minimum qualifications and selection criteria shall be reevaluated and updated each year by a committee of the Employer and Union representatives. The Employer shall use the minimum qualifications and selection criteria to evaluate job applicants eligible for the promotion list. The most qualified candidate(s) shall be selected to fill the vacancy(ies). Those promoted shall move to the lowest step on the wage scale of the new classification, which provides at least a one-step increase in pay over the employee's previous rate of pay.

10.5 Step Placement

New employees and employees moving between classifications will be initially placed at a step commensurate with the step's criteria. The criteria will reflect the knowledge, skills, abilities, and experience required at each step. The gate criteria will also apply if the classification is in job progression. Step and gate criteria for positions in the Job Progression Program will be developed by the Employer and business teams, with oversight by the Job Progression Oversight Committee (JPOC) and approval by the Labor Management Committee (LMC). Step criteria for positions outside of the Job Progression Program will be developed by the Employer and business teams, with approval by the LMC.

Employees moving from a higher to lower salary range shall be placed at a step commensurate with the step's criteria, not to exceed the top step of the employee's new classification.

Exceptions will be made in cases where the employee is moving to a classification within a higher or equivalent classification family, or to a higher or equivalent classification. In this event, the employee shall be "Y" rated (frozen), if they are placed at a step that is lower than their previous base rate of pay. The "Y" rate shall continue for a period of two (2) years, or until the employee progresses to a step that meets or exceeds their "Y" rate, whichever is sooner. If, at the conclusion of the two (2) years, the employee is still "Y" rated, the employee's base rate shall be adjusted downward to the salary step commensurate with their experience based upon the step criteria.

Cost of Living Adjustments shall not be applied to the "Y" rate. At such time that the step occupied by the "Y" rated employee meets or exceeds the employee's "Y" rate, the "Y" rating will

1 end.

2 Employees will progress through steps at one (1) year intervals. Employees who are in a job
3 progression classification and are in a shaded area before a gate, do not have a time limitation and
4 may advance when they meet the requirements of the gate. Employees serving a probationary period
5 must complete their probationary period before advancing through a gate.

6 For purposes of this section, determinations as to whether a placement falls within a higher,
7 lower or equivalent stand-alone classification or classification family will be based upon the top step
8 of the new salary range in comparison with the top step of the old salary range.

9 **10.6 Senior Operator-in-Charge**

10 Senior Operator-in-Charge positions will be filled through a competitive recruitment process
11 of all qualified Senior Operators. These positions will be advertised every five (5) years and are not
12 subject to the Seniority Bid Process.

13 **10.7 Seniority Bid Process - Operators**

14 **Definition:**

15 A seniority bid process for job assignments in the Operator Series shall occur every three (3)
16 years within each Section. This process allows for movement between all Business Teams in the
17 Operator Series based on Section business needs and Classification Family Seniority.

18 **Implementation:**

- 19 • The Seniority Bid Procedure shall be completed by March 31, 2005 and will take place
20 every three (3) years thereafter.
- 21 • Employees who filled a vacancy through a competitive process in the twenty-four (24)
22 months prior to the bid process date of March 31, 2005 can request to be exempt from the
23 process and remain in their current assignment. (This does not include employees who
24 were hired, transferred or promoted from outside the Operator Classification Family within
25 this twenty-four (24)-month time frame.)
- 26 • Senior Operator-In-Charge positions are exempt from this process.
- 27 • Vashon Island positions are exempt from this process.

28 **Selection Committee:**

1 The committee shall be comprised of the Section Manager, two (2) Management
2 representatives, a representative of Local 925 and two (2) Shop Stewards. The objective is to have
3 equal Union and Management representation in the decision making process. Decisions will be
4 based on:

- 5 • Business needs identified by the Section Manager (by January 1, 2005).
- 6 • Employee classification family seniority.
- 7 • Disciplinary record of the employee for the period between the date of Union's ratification
8 of this Agreement and January 15, 2005.
- 9 • In the event the Selection Committee fails to reach consensus, the final decision shall be
10 made by the Section Manager and is subject to the Grievance Procedure.

11 **Bid Selection:**

- 12 • All employees in the Operator Classification Family shall fill out a Bid Preference Form
13 and submit it to the Selection Committee Facilitator and be given a receipt confirming a
14 form was submitted.
- 15 • Bid Preference Forms which are partially filled out or not turned in by the deadline, shall be
16 considered incomplete by the Selection Committee.
- 17 • Bid preferences will be considered by the Selection Committee in order of classification
18 family seniority as defined in Article 11 of this Agreement.
- 19 • Disciplinary action(s) taken in the period between the date of Union's ratification of this
20 Agreement and January 15, 2005, may affect an employee's selection order.

21 **Selection Committee Process:**

22 The Selection Committee shall use the following process when determining job assignments:

- 23 • Review the classification family seniority roster generated by the employer and verified by
24 the Union.
- 25 • Consider an employee's preferences as indicated on the Bid Preference Form completed by
26 each employee (by the bid process date of January 15, 2005).
- 27 • Determine whether any incomplete forms have been submitted. Incomplete forms may
28 result in the committee selecting the job assignment for that employee. Selections by the

committee in these cases are not subject to the Grievance/Arbitration procedure.

- Confirm employee meets identified business needs.
- Place any employee(s) with disciplinary action(s) taken between the date of the Union's ratification of this Agreement and January 15, 2005 at the end of the selection order. If multiple employees meet these criteria, they are placed in order of classification family seniority (Management has discretion to keep a disciplined employee in their current job assignment).
- At the conclusion of the process, the Section Manager will notify employees of the job assignments.

Seniority Bid Process Time Line:

- **By November 1, 2004**

Section Manager selects the Facilitator for the Selection Committee.

- **By November 10, 2004 the Facilitator will:**

Notify Operations employees of the upcoming process and distribute bid preference forms to the employees.

Schedule the Management business team meeting.

Notify the Union Business Representative of the need to select committee members.

Notify the Section Manager of the need to select committee members.

- **Before January 1, 2005**

Selection Committee is identified and the Seniority Bid Process meeting is scheduled.

The Union is requested to verify a classification family seniority roster for each section.

Section Manager identifies business needs.

- **Before January 15, 2005**

Classification Family Seniority roster verification due from the Union.

Bid Preference forms due from the employees.

Facilitator will have current operations roster for the meeting.

- **Before January 24, 2005**

1 Seniority Bid Selection meeting will occur and job assignments for employees in the
2 Operator family classification will be determined.

3 • **Before January 31, 2005**

4 Section Manager will notify employees of job assignments.

5 • **By March 31, 2005**

6 Changes in job assignments will be completed.

7 **10.8 Layoffs**

8 In the event of a need for a reduction in force, the Employer will meet with the Union as far in
9 advance as possible to identify the reasons requiring the reduction and the number and classifications
10 and/or classification families of employees affected.

11 The Employer commits to provide training to affected regular employees that allows those
12 employees to compete for other available jobs. The Employer and the Union agree that these
13 affected employees shall be given preference for job openings within the bargaining unit for which
14 they meet the minimum qualifications. If layoffs are required, the least senior employee(s) within the
15 affected classification(s) shall be laid off on the basis of classification-family seniority, provided that
16 those employees remaining on the job are qualified to perform the work assigned.

17 Employees subject to layoff from one classification family shall be allowed to exercise their
18 retained classification family seniority rights in that other classification family. In such cases, the
19 employee will be assigned to the classification which s/he last occupied within the classification
20 family. The employee will be placed at the step of the new salary range which is closest to the salary
21 that the employee received before the bump. The rate of pay may not exceed the top step of the new
22 salary range. For those classifications with Gate requirements, the employee will be placed at the
23 highest step for which they meet the Gate requirements. Employees who were Grandfathered as a
24 result of Job Progression are presumed to have met all of the Gate requirements of the classification
25 to which they bumped.

26 Employees laid off shall be eligible for recall for two (2) years from date of layoff.

27 **10.9 Recall**

28 Employees shall be recalled in the order of seniority (the most senior being recalled first)

provided that those recalled are qualified to perform the work assigned.

To be eligible for recall, a laid-off employee must keep the Employer informed of his/her current address and phone number. The Employer shall notify laid-off workers of recall by certified letter. When offered re-employment from layoff, the employee must indicate acceptance and report for work within thirty (30) days unless unusual circumstances prohibit return within that time period.

Employees failing to respond and return in a timely manner shall be considered as tendering their resignation from the Employer's employment.

10.10 Temporary Hardship Assignments

A. When an employee believes a hardship exists, s/he may contact his/her supervisor in writing, explaining the hardship, with his/her request, including estimated duration.

B. After receipt of the request, within fourteen (14) calendar days, the employee, supervisor, the designated Union representative, and the section manager will meet to discuss the request. The EAP coordinator will be used as a resource if necessary. All requests and discussions will remain confidential. After this meeting, the employee will be notified, in writing, within seven (7) calendar days of the decision. The section manager, supervisor and the designated Union representative will make the final decision.

C. Hardship assignments will be structured to assist the employee to move back into full work schedule availability, with an agreement between the employee, the immediate supervisor and the designation Union representative on a plan to return to their regular assignment.

D. This Section does not pertain to circumstances relating to ADA (Americans with Disabilities Act), medical accommodations, FML (Family Medical Leave) or time off for circumstances covered under the State of Washington Family Care Act.

Intent Statement

The intent of this Section is to define a hardship, its duration, and the process by which a request for a temporary hardship assignment may be approved.

Local 925 and King County recognize that employees occasionally have personal circumstances that make it difficult for them to perform their current assignment. This Section is designed to provide time for the employees to resolve their hardship and return to their regular work

schedules and job assignments.

Interpretation

A hardship is a situation of less than one (1) year duration that inhibits or makes it very difficult for an employee to fulfill current job responsibilities. Requests for a hardship assignment are to be considered temporary and the employee shall be available for all work schedules and job assignments when the hardship ends.

There are no specific criteria for granting hardship assignments. Approval is based on the specific circumstances of each request as determined by the supervisor, section manager, and the designated Union representative. The following factors are recommended for consideration:

- A limited amount of flexibility is available to assist in hardship cases and thus there are a limited number of transfers that could be granted at any one time.
- The expectation is that at the end of the agreed upon time frame, the employee shall return to their original assignment (unless more recent bid process resulted in movement to a new assignment).

1 **ARTICLE 11: SENIORITY**

2 All regular employees shall accrue seniority from the date of hire. All probationary
3 employees completing the probationary period shall be credited with seniority retroactive to date of
4 hire.

5 Seniority shall not accrue during leaves of absence without pay in excess of thirty (30)
6 calendar days, including family leave, except for leave due to active military duty or Union business
7 (see also Article 22.3).

8 If an employee moves from a temporary position into a regular position with no break in
9 service, employment in the temporary position will be included when establishing the seniority
10 date(s).

11 Employees promoted from one classification to another shall retain seniority earned in the
12 classification from which he/she was promoted.

13 **County-wide Seniority.** County-wide seniority is defined as the most recent period of
14 continuous service as a regular employee with King County in any combination of
15 positions/classifications.

16 The service date of regular employees who accept temporary assignments and subsequently
17 return to their regular assignment shall not be adjusted, provided that there is no break in service with
18 the County.

19 Previously accrued County-wide seniority shall be restored if the employee returns to County
20 service within two (2) years of the severed employment date, provided the employee left in good
21 standing.

22 **WTD-Wide Seniority.** WTD-wide seniority is defined as the most recent length of
23 continuous service as a regular employee with the WTD in any combination of positions.

24 **Classification Family Seniority.** Classification family seniority is defined as the most recent
25 length of continuous service as a regular employee within the Wastewater Treatment Division in a
26 given job classification family. (This definition also applies to single-level classifications.)

27 **Vashon Sewer District Seniority Credit.** Former employees of the Vashon Sewer District,
28 who were employed at the time of transfer of the Vashon Treatment facility to King County, shall be

1 credited with all forms of seniority as defined by this Agreement, retroactive to their date of hire by
2 the Vashon Sewer District.

3 **Wastewater Support Specialist Seniority Credit.** Employees assigned to the job
4 classification of Wastewater Support Specialist, as of the effective date of this Agreement, who were
5 formerly in the Maintenance Support Assistant or in an Administrative Services Specialist job
6 classification, shall be credited with classification family and classification seniority to their date of
7 hire in the Wastewater Treatment Division within those classifications.

ARTICLE 12: CONFLICT RESOLUTION AND GRIEVANCE PROCEDURE

12.1 General

The Employer and the Union commit to address and resolve issues in a fair and responsible manner at the lowest level and to use mediation and conflict resolution methods when possible. Our relationship depends on mutual respect and trust built upon our ability to recognize and resolve disagreements rather than avoiding them.

12.2 Types of Issues

Issues may be referred by employees, the Employer, or the Union for Article 12.6 Conflict Resolution and Grievance Procedures A through D except as provided herein and subject to Article 12.5. The only requirement is that the issue must be genuine and that the parties involved must participate directly. Issues concerning Removal from Service for the employee's own medical reasons, Return to Service or Leave of Absence concerning the employee's own medical reasons will be handled under Article 14 of this Agreement, Medical Arbitration.

12.3 Time Limits

The purpose of time limits within the Conflict Resolution and Grievance Procedure (12.6) is to set general guidelines and to ensure that neither party to a dispute becomes frustrated by undue delay. Time limits are flexible and may be waived; however, the party awaiting a response at any step (short of the last step) may advance the issue to the next step once the time limits have expired.

12.4 Resource Assistants

Human Resource personnel, Union representatives, and/or stewards may participate in any phase of the issue resolution procedure upon request of those involved in the dispute.

12.5 Complaints of Discrimination

Complaints of discrimination shall be subject to the Conflict Resolution and Grievance Procedure (12.6), but shall not be subject to arbitration.

12.6 Procedure

Step A. Conflict Resolution Procedure (optional step)

An issue may be addressed orally between the supervisor and the employee(s) involved within fourteen (14) calendar days of the event or circumstance(s) giving rise to the issue(s). The

1 parties will make every effort to resolve the issue(s) within thirty (30) calendar days, however the
2 Union may advance the issue(s) to Step B at any time within thirty (30) calendar days following the
3 initial discussion with the supervisor.

4 Disputes resolved at this level shall be final and binding but shall not form precedent for any
5 other disputes arising under this Agreement.

6 **Step B. Supervisor – Formal Grievance**

7 If the issue is not resolved in Step A, the Union may present a written grievance to the
8 supervisor. In the event Step A is bypassed, the Union will present a written grievance to the
9 supervisor within fourteen (14) calendar days of the event or circumstance(s) giving rise to the
10 issue(s). In either event, the Steward shall forward a copy of the grievance to the WTD Human
11 Resources Representative and the Union office.

12 The supervisor will have fourteen (14) calendar days to provide a written response, with a
13 copy to the WTD Human Resources Representative and the Union office.

14 Disputes resolved at this level shall be final and binding but shall not form precedent for any
15 other disputes arising under this Agreement.

16 If not satisfactorily resolved, the Union may refer the grievance in writing to the next level
17 within fourteen (14) calendar days of receipt of the supervisor's response, or if no response was
18 received.

19 **Step C. Section Manager**

20 The Section Manager will have fourteen (14) calendar days from receipt of the grievance to
21 issue a written response. If the response of the Section Manager is unacceptable, the grievance may
22 be referred to mediation within fourteen (14) calendar days of the Union's receipt of the Section
23 Manager's response.

24 If mutually agreed upon by Employer and Union, the grievance may be directly referred to
25 arbitration if it concerns the proper application or interpretation of the Agreement. The Union shall
26 have fourteen (14) calendar days to request such arbitration.

27 Disputes resolved at this level shall be final and binding but shall not form precedent for any
28 other disputes arising under this Agreement.

Step D. Mediation

Mediation shall be the last step for disputes not eligible for arbitration as well as the step prior to arbitration for all other disputes. The Employer and Union will have thirty (30) calendar days from the mediation request date to schedule a mediation date.

A mediator shall be mutually agreed upon by the Employer and the Union. The mediated settlement shall be binding on the parties and, unless specifically agreed otherwise, not form a precedent with WTD for any other dispute arising under this Agreement. If resolution is not reached in mediation, grievances may be referred to arbitration if it concerns the proper application or interpretation of the Agreement.

Step E. Arbitration

The Union will have fourteen (14) calendar days from the conclusion of mediation to request arbitration or, if there was no mediation, the Union may submit the request within fourteen (14) calendar days of receipt of the Step C response. The Employer and Union will have sixty (60) calendar days from the arbitration request date to schedule an arbitration date.

An arbitrator shall be selected by mutual agreement of the Employer and the Union. In the event mutual agreement is not reached, an arbitrator shall be selected from a list provided by a mutually acceptable source. In the event the parties are unable to mutually agree on a source for the list of arbitrators, the parties shall request a list from the Federal Mediation and Conciliation Service.

The arbitrator's power shall be limited to interpreting the Agreement between the Employer and the Union as it applies to the dispute before the arbitrator.

The Employer and the Union shall each bear the cost of its own presentation including attorney's fees, regardless of the outcome. The parties shall bear equally the fees and cost of the arbitrator.

12.7 Initiation of Grievance at Higher Step

By mutual agreement, a grievance may be initiated at a higher Grievance Step if the Management Representative at the lower level would not have the authority to grant the relief sought.

ARTICLE 13: CORRECTIVE ACTION AND DISCIPLINE

13.1 Teach, Lead and Coach (TLC) – Corrective Action Procedures

Teach Lead and Coach (TLC) is meant to address violations of rules of minor significance or unsatisfactory work performance that can normally be corrected through counseling or training. TLC is non-disciplinary, but if the employee's performance or behavior does not improve, TLC documentation can be used toward discipline.

In order to accomplish the goals set forth in the preamble, shop stewards, supervisors and managers developed a Teach, Lead and Coach (TLC) Handbook which shall be an appendix to this Agreement. The LMC shall review this Handbook at least once during the life of this Agreement.

While the desired corrective action approach is Teach, Lead and Coach (TLC), the procedure does not preclude moving directly to discipline depending on the severity of the situation.

13.2 Just Cause

No employee who has completed probation shall be disciplined except for just cause.

13.3 Progressive Discipline

Discipline is meant to address violations of rules of major significance, continuing minor violations or continuing unsatisfactory work performance. The Employer and the Union agree with the principle of progressive discipline, which may include oral reprimands, written reprimands, suspension, demotion, salary reduction, discharge, or alternative forms of discipline mutually agreed upon.

13.4 Appropriate Level of Disciplinary Action

The type and level of disciplinary action will be determined by the nature and severity of the behavior and/or performance deficiency that led to the disciplinary action, as well as the employee's past disciplinary record.

In accordance with the Fair Labor Standards Act (FLSA), salaried (overtime-exempt) personnel are not subject to unpaid disciplinary suspensions except in increments of full workweeks, unless the infraction leading to the suspension is for a violation of a safety rule of major significance.

13.5 Equal Application of Rules

The employer will make every effort to enforce rules in a fair and consistent manner.

13.6 Oral and Written Reprimands

Memos to document oral reprimands, and written reprimands, shall include the following information:

- The reason(s) for the reprimand
- The facts supporting the reprimand
- The form of reprimand being imposed
- The effective date(s) of the reprimand
- A clear statement as to follow-up needed (if any)
- Language advising the employee of the availability of Employee Assistance Programs (EAP) may be included in the notice

13.7 Pre-Disciplinary Procedures – Cases Affecting Pay Status

In all cases involving the potential for suspension without pay, discharge, demotion or salary reduction for disciplinary reasons, the Employer will provide the affected employee with written notice and an opportunity to respond in writing and/or in person.

The pre-disciplinary notice will include the following information:

- The reason for the proposed discipline
- The facts supporting the proposed discipline
- The form of discipline being considered
- The date, time and location of the pre-disciplinary hearing, or deadline for submission of any additional evidence or information that should be considered by the Employer in making a final disciplinary decision
- Language advising the employee of the availability of Employee Assistance Programs (EAP) may be included in the notice

13.8 Disciplinary Decisions Affecting Pay Status

Employees shall be provided with written notification of final disciplinary decisions within fourteen (14) calendar days following the pre-disciplinary hearing and/or deadline for submission of written responses/additional evidence.

The disciplinary letter shall include the following information:

- The reason(s) for the discipline
- The facts supporting the discipline
- The form of discipline being imposed
- A clear statement as to follow-up needed (if any)
- The effective date(s) of the discipline
- Statement as to the employee's right to appeal the discipline
- Language advising the employee of the availability of Employee Assistance Programs (EAP) may be included in the notice

13.9 Administrative Leave

The Employer has the right to place an employee on paid administrative leave, subject to the following conditions:

A. Purpose of Administrative Leave. The purpose of administrative leave is to remove an employee from the workplace during the pendency of an investigation and/or until discipline is imposed. Administrative leave is paid leave, and non-disciplinary in nature.

B. Reasons for Administrative Leave. Administrative leave will be used when the employer believes a compelling reason necessitates the employee's removal from the workplace (e.g., endanger the employee or others, disrupt the work environment, or interfere with an investigation, etc.).

C. Onset of Investigation. The Employer will make every effort to conduct and complete the investigation as quickly as possible after placing the employee on paid administrative leave.

D. Notice to Union. The Employer will notify a Union representative upon placing an employee on administrative leave. The employee may request Union representation at any time in the investigative process.

13.10 Confirmation of Receipt

Employees shall provide a written acknowledgement of receipt of correspondence relating to corrective action and disciplinary matters. The employee's signature shall not be construed as an admission of guilt.

1 **13.11 Conflict Resolution and Grievance Procedures**

2 All discipline of non-probationary employees shall be subject to the Conflict Resolution and
3 Grievance Procedures in Article 12 of this Agreement.

4 **13.12 Notice of Investigation**

5 When the Employer determines it is necessary to investigate an employee(s) for potential
6 misconduct, the employee(s) shall normally be informed of the need for such investigation within
7 three (3) business days of the decision to proceed. The employee will be generally advised of the
8 nature of the issue(s) and the estimated duration of the investigation. The Employer shall provide
9 similar notice to the Union.

10 Notification may be deferred in unusual circumstances where it is possible that the
11 investigation would be compromised as a result of providing the earlier notice.

12 **13.13 Right to Union Representation**

13 The parties recognize that employees have the right to have a Union representative present in
14 any meeting where the employee has a reasonable belief that the discussion may lead to discipline.

15 The parties further agree that employees who are being interviewed as potential witnesses but
16 are not the subject of investigation, will be permitted to have a Union representative present for the
17 meeting, if more than one management representative is present.

ARTICLE 14: MEDICAL ARBITRATION

A grievance from an employee who is removed from service or refused permission to return to service from sick leave or a leave of absence due to a physical or mental disability preventing the employee from performing all of the duties of his/her position shall be processed only through the following medical arbitration procedure. Nothing in this Article shall relieve the Employer from meeting its duties under the Americans with Disabilities Act (ADA), state or federal law, and County ordinance.

Step 1. The employee shall present to the supervisor a medical release from his/her primary treating physician that authorizes the employee to perform, without restriction, all physical and mental duties of his/her position. In the absence of such a medical release, the parties agree that no grievance exists.

The Employer will evaluate the medical release from the employee's physician. If the Employer does not accept the medical release, the Employer will, at its expense, refer the employee to an independent consulting physician of the Employer's choice for a medical examination. The medical examination shall be conducted and evaluated based upon the essential requirements of the job in effect at the time of disability. If the independent consulting physician authorizes return of the employee to work, the employee will be allowed to return to duty upon release without loss of any form of seniority. The employee shall receive back pay from the date the employee presented an acceptable medical release from his/her physician to the Employer, provided the employee was available. In the event the independent consulting physician does not authorize the employee's return to work and the employee still wishes to return to work, the grievance shall progress to Step 2 of this Article. Such referral to Step 2 must be in writing and shall be forwarded to WTD HR.

Step 2. When the employee's physician and the independent consulting physician disagree on whether the employee may return to work, the two (2) physicians shall discuss the issue. In the event these physicians cannot resolve the issue, the two (2) physicians shall select a third physician who is a specialist in the appropriate field of medicine. The third physician shall serve as a medical arbitrator and shall examine the employee to determine whether the employee can perform all of his/her duties without restriction.

1 Should the medical arbitrator determine that the employee can perform all of his/her duties
2 without restriction, the employee shall be returned to work. The medical arbitrator shall determine
3 the date upon which the employee, in the arbitrator's opinion, was able to fully perform the duties of
4 his/her position. The employee shall receive back pay, benefits, and seniority from the date
5 determined by the arbitrator.

6 Should the medical arbitrator rule in favor of the Employer, the employee's appropriate
7 placement shall be determined in accordance with the Employer's regular accommodation
8 procedures.

9 The power and authority of the medical arbitrator shall be strictly limited to determining
10 whether the employee can perform all of his/her duties without restriction. The medical arbitrator
11 shall not have the authority to add to or subtract from or modify the Employer's job descriptions.
12 The decision of the medical arbitrator shall be final and binding on all parties. The fees and expenses
13 of the medical arbitrator shall be borne equally by the Employer and the Union.

1 **ARTICLE 15: UNION REPRESENTATION AND ACTIVITIES**

2 **15.1 Union Representative**

3 Union representatives may visit the work location of employees covered by this Agreement at
4 any reasonable time. They shall report to the appropriate manager/designee upon arrival at the work
5 site being visited.

6 **15.2 Shop Steward**

7 The Employer agrees to recognize employees appointed and identified by the Union as shop
8 stewards. When contract administration business is conducted during working hours, the employee is
9 responsible for clearing the time taken away from work with his/her supervisor.

10 **15.3 Bulletin Boards**

11 The Union shall be allowed use of bulletin board space to post Union notices that have been
12 signed by an officer, Union representative, or steward of the Union.

1 **ARTICLE 16: CLASSIFICATIONS AND RATES OF PAY**

2 **16.1 Rates of Pay**

3 The classifications and rates of pay for all bargaining unit employees are listed in Appendix A
4 of this Agreement. Overtime pay is excluded for the calculations of the hourly rate of pay.

5 **16.2 Temporary Assignment to a Higher-Paying Classification**

6 A. An employee temporarily assigned by his/her supervisor/designee to a higher-
7 paying classification shall receive a salary adjustment to the step of the higher
8 classification/assignment that provides an increase over the employee's regular rate equivalent to at
9 least a one-step increase in the higher classification, for actual hours worked. Upgraded employees
10 will assume the FLSA status of the upgraded position.

11 For assignments of thirty (30) consecutive calendar days or more, a personnel change
12 notification (PCN) will be written and all compensated hours will be at the higher rate.

13 An employee assigned by his/her supervisor for on-the-job training in a higher paying
14 classification under the direction of others, shall not be eligible for the higher rate of pay.

15 A regular employee who accepts an appointment to a temporary position in a different
16 classification, or who is assigned to a temporary appointment, shall retain all rights to return to a
17 regular position within his/her classification including seniority, step increases, and benefits as
18 provided in the Labor Agreement unless specifically waived in writing, with a copy sent to the
19 Union. If the employee is promoted to the higher classification contiguous with the temporary
20 appointment/assignment, he/she shall accrue seniority in that classification from the first day he/she
21 accepted the appointment or was assigned to the higher classification.

22 **B. Compensation for persons filling in (relief) for an Operating Shift Supervisor:**

23 1. Group III certification. A Senior Operator with a Group III certification
24 shall be upgraded to the Operating Supervisor classification with pay greater than the top step for
25 Senior Operator-In-Charge. This differential recognizes that this person is assuming the full scope of
26 decision-making responsibilities and accountability for the operation of the plant.

27 2. Group II certification. A Senior Operator with a Group II certification shall
28 receive a premium of five percent (5%) above their current rate of pay. The Employer and the Union

1 agree that this occurs only when a designated person with at least a Group III certification is on-call.

2 **16.3 Premium Pay for Training Responsibilities**

3 Technical Trainer or Facilities Services Trainer shall be compensated as follows:

4 **A.** In the event an employee's current hourly wage rate is less than the hourly wage
5 rate equivalent to senior operator, the employee shall receive a wage increase to the hourly rate
6 equivalent to Senior Operator. Step placement shall be determined in accordance with Section 16.2.

7 **B.** In addition to the hourly pay rate shown in A. above, employees will receive a fifty
8 cents (\$0.50) per hour premium pay for actual hours worked in this training assignment. If an
9 employee is currently receiving a shift differential in accordance with Section 16.4, the fifty cents
10 (\$0.50) per hour training premium pay will replace the shift differential. However, if the employee
11 performs training duties on shifts other than day shift, the employee shall receive shift differential in
12 addition to the training premium.

13 Employees shall be eligible to receive the above compensation during the period of their
14 training assignment. Employees shall be returned to their regular job classification upon the
15 conclusion of the assignment.

16 **16.4 Shift Differential**

17 In addition to the regularly established hourly rates of pay shown in Appendix A, employees
18 whose regularly assigned work ends between 8:01 p.m. and 10:00 a.m. shall receive a shift
19 differential of one dollar (\$1.00) per hour for all compensated hours. Employees temporarily
20 assigned to such a shift are eligible for shift differential for actual hours worked. Employees
21 regularly assigned to operations rotating shift shall receive a premium of one dollar (\$1.00) per hour
22 for all compensated hours. Employees temporarily assigned to a full-rotating shift shall receive the
23 rotating shift premium. This section shall not apply to salaried employees.

24 **16.5 Standby Pay**

25 **A.** Employees assigned to standby duty with a pager during time off shall receive two
26 dollars and eighteen cents (\$ 2.18) per hour for the actual hours assigned to standby duty, with a
27 minimum of twelve (12) consecutive hours assigned.

28 **B.** Employees shall receive a minimum of seven (7) calendar days notice in writing

1 prior to assignment on standby duty between April and October and a minimum of four (4) calendar
2 days notice between November and March, except when emergencies interfere with such practice.

3 C. Employees called to work while on standby shall be paid at time and one-half (1-
4 1/2) for actual time worked including the time required to travel from home to work location and
5 return. Employees called in to work while on standby shall not receive standby pay during the period
6 of time they receive time and one-half.

7 D. Salaried employees shall not be eligible for standby pay.

8 **16.6 Call-in Pay**

9 Employees not assigned to standby who are called in to work on an unscheduled basis or
10 because of an emergency, within twelve (12) hours or less of their scheduled report time, shall be
11 paid at time and one-half (1-1/2) for the actual hours worked, with a minimum of three (3) hours. If
12 subsequent call-ins fall within three (3) hours, further pay will not start until the fourth (4th)
13 unscheduled work hour. Travel time to and from the job shall be considered as working time in such
14 circumstances. Employees who have been notified more than twelve (12) hours before report time
15 that their work schedule has been changed shall not be eligible for call-in pay. Salaried employees
16 shall not be eligible for call-in pay.

17 **16.7 Compensation for Meetings Held on Regular Day(s) Off (RDO) or When Required** 18 **to Return to Work to Attend a Meeting**

19 Employees who are scheduled to attend meetings on their regular day(s) off or who are
20 required to return to work on a work day to attend a meeting shall be compensated as follows:

21 A. If a meeting is scheduled to be held on the employee's regular day(s) off but is
22 canceled without notification and the employee reports to work to attend the meeting, the employee
23 will receive two (2) hours of overtime pay.

24 B. If the employee attends a meeting that lasts less than two (2) hours, he/she will
25 receive the minimum of two (2) hours of overtime pay.

26 C. If the length of a meeting extends beyond two (2) hours, the employee will be
27 compensated for the total actual time spent at the meeting, at the overtime pay rate.

28 D. This section shall not apply to salaried employees.

16.8 Step Increases

Step increases will be awarded annually to regular and temporary full-time employees after completing twelve (12) months of continuous employment for satisfactory performance. Part-time employees shall be awarded step increases on an equivalent hourly basis for all compensated hours. Step increases for employees in the job progression system are set forth in the job progression handbook.

ARTICLE 17: HOURS OF WORK AND OVERTIME

17.1 Hours of Work

Regular work shifts are eight (8) hours per day for five (5) consecutive days per week, or ten (10) hours per day for four (4) consecutive days per week.

Rotating shifts are four (4) continuous days of two (2) eleven and seven tenths (11.7) hour day shifts and two (2) eleven and seven tenths (11.7) hour night shifts, followed by four (4) scheduled days off before starting a new rotation cycle.

Other innovative work schedules mutually agreed upon by the Employer and the Union may be utilized. Such agreement shall be confirmed in writing.

17.2 Meal and Rest Periods

Thirty (30) minute meal periods will be provided on the employee's time during each shift or workday. Except in emergencies, employees will not be required to respond to work needs during the unpaid meal period.

Fifteen (15) minute paid rest periods will be provided approximately midway through each one-half (1/2) shift. Employees assigned to work the eleven and seven tenths (11.7) hour rotating shift will be provided with three (3) fifteen (15) minute paid rest periods during each shift.

Employees will not be required to work longer than three (3) hours without a rest or meal period except in emergencies.

17.3 Overtime and Compensatory Time

Employees required to work more than their regular workday or workweek will be paid either overtime for such additional hours at one and one-half (1-1/2) times the employee's regular hourly rate of pay or compensatory time at the rate of one and one-half (1-1/2) times the amount of overtime hours actually worked. Salaried employees shall not be eligible for overtime or compensatory time.

Paid benefit time and compensatory time up to a maximum of forty (40) hours in a workweek will be recognized as time worked for purposes of overtime calculation.

For the purpose of calculating overtime, an employee's workday shall be defined as beginning with the first (1st) hour of their regularly assigned shift and continuing for a total of twenty-four (24) consecutive hours. The workweek shall correspond to the biweekly pay period.

1 When an employee is held over or called in for a work period that includes a regular meal
2 period, the meal period will be unpaid.

3 Employees working two (2) consecutive hours of overtime immediately following the
4 employee's regularly scheduled workday shall be eligible to receive a meal expense reimbursement.

5 A. Compensatory Time. Accrued compensatory time shall be available for the
6 employee's use as paid time off the job. Compensatory time used shall be recognized as time
7 worked. Accrued compensatory time in excess of forty-eight (48) hours (eighty hours ((80) hours)
8 where requested by the employee) shall be paid off at the conclusion of each calendar year quarter at
9 the employee's regular hourly rate of pay. A current balance of compensatory time hours available
10 will be shown on the biweekly pay stub. Employees may not use compensatory time until it is earned
11 and is shown on the biweekly pay stub.

12 B. Overtime/Compensatory Time Option. The supervisor and the employee shall
13 determine which form of compensation will be provided. The employee's preference for either
14 overtime pay or accruing compensatory time or a combination thereof will be honored. However,
15 business needs may prevent the employee from earning compensatory time in lieu of overtime pay.
16 Whenever possible, this selection shall be made prior to the employee beginning the overtime
17 assignment.

18 **17.4 Compensation for Call-in, Call-back, and Hold-Over Overtime Assignments**

19 As a result of working overtime on a call-in, call-back, or hold-over basis the preceding
20 workday/shift, employees will be compensated for time not worked due to rest. Decisions regarding
21 when an employee will work beyond his/her regular workday/shift, or whether he/she is called in or
22 called back to work shall be jointly made between the supervisor and the employee. This decision
23 will be based on business needs and safety considerations. This section shall not apply to salaried
24 employees.

25 Compensation and Available Options. Employees receive one-half (1/2) hour of
26 compensatory time for unscheduled overtime worked (referred to as CO) for each one (1) full hour of
27 overtime actually worked between the hours of 8:00 P.M. and 4:00 A.M., or if the total number of
28 hours worked (including their regular shift and overtime hours) exceeds fourteen (14) continuous

hours (CO to commence upon the 14th hour) when the employee is scheduled to work on the following day.

Employees may use CO earned (from the above description) to cover hours not worked the next regular work shift due to rest. The employee must be scheduled to work the following workday/shift in order to be eligible to earn or use CO. CO is only available to cover hours not worked the next workday/shift; it may not be used for any other reason. Employees will not be able to bank, accrue, or be paid down CO hours.

Employees may be able to work their following entire work shift. However, this option depends upon the number of overtime hours worked, the start time of their next regular workday, and safety considerations.

Employees also have the following options available to cover hours not worked the next regular work shift due to rest:

1. Employees may come in to work late the following workday and use accrued benefit time to cover hours not worked.

2. Employees may come in to work late the following workday and work the same number of hours they would normally work (if work is available).

3. Employees may use the overtime hours accrued the preceding workday "in trade" for hours worked the following workday (taken as CO). Supervisors will use regular holiday (RH) on employee's timeslip in order for the employee to accrue benefit time as if they had worked their regular shift.

17.5 Distribution of Overtime

Each Business Team shall develop policies and procedures regarding the method(s) of offering and assigning overtime. Such policies shall be in writing and should address the following:

- Fair and equitable distribution to the degree practicable.
- Provide for adequate rest periods to ensure employee safety.
- Address business needs and qualifications needed.
- Address emergency circumstances.

A copy of the Business Team Overtime policy/procedure shall be forwarded to the WTD HR

office and to the Local 925 office.

17.6 Work Schedule Changes

Fourteen (14) calendar days notice will be given an employee prior to implementing an involuntary change in schedule, except in cases of emergency.

17.7 Schedule Adjustment for Training

A. The Employer may not change the employee's schedule solely for the purpose of avoiding the payment of overtime.

B. The employer may temporarily schedule adjust an employee's work week for the purpose of attending a structured training program. All changes must be in compliance with all other applicable articles in this Agreement, and shall not result in loss of regular compensation for the work week.

ARTICLE 18: BENEFIT TIME

18.1 General Description

Effective January 1, 2001, benefit time and extended sick leave shall be combined into one program. The Benefit Time (BT) Program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. BT is the bank of time accrued for use during scheduled paid time off and unscheduled paid time off (excluding military leave, bereavement leave and jury duty). The program is designed to meet two primary goals. The first is to increase operating efficiency, and the second is to treat employees with dignity and respect.

Eligibility:

Full-time regular, part-time regular, provisional, probationary and term-limited temporary (TLT) employees shall accrue benefit time as specified in 18.4.

18.2 Principles

A. The Benefit Time Program is intended to provide a productive workplace where employees are encouraged to be healthy and regularly be at work.

B. Operational efficiency is increased by the responsible management of the benefit time usage.

C. Standards for BT usage will be developed and monitored by the Employer. These standards will recognize the diverse needs of the workplace and individual business team needs. The Employer will consult with the Union regarding these standards prior to implementation.

D. Problems regarding benefit time usage will be resolved in a positive manner consistent with good coaching and conflict resolution principles.

E. The Labor/Management Committee is responsible for overseeing any refinements or improvements to the BT Program.

18.3 Guidelines

A. BT is to be used for holidays, vacations, prescheduled medical appointments, unexpected short-term absences, injuries and donations, and absences to care for family members pursuant to federal/state law, and the County's Family Medical Leave Policy. The employee is

responsible for managing the use of their paid time off.

B. In order to use BT, the hours used must have been accrued by the pay period preceding the absence.

C. Employees are required to submit requests and receive approval for scheduled time off as far in advance as possible to facilitate business team planning, but at least prior to the end of the previous shift/workday.

D. Employees are required to notify the Employer each day of any unscheduled absence.

E. All BT shall be coordinated with, and supplementary to, workers' compensation.

F. Except for salaried employees, employees who become ill while at work shall be paid the applicable accrued benefit time for that portion of the shift that they are unable to complete.

G. Employees unable to work because of any other personal emergency shall be allowed to use BT for any unworked but scheduled hours.

18.4 Benefit Time Accrual

The BT Program is built on the sum of vacation leave, sick leave, and holiday pay and is based on a bi-weekly accrual rate available to the employee as it is accumulated on a 2,080 hour year.

Benefit Time accrual shall be based upon County-wide seniority in accordance with the following schedule:

Accrual Rates			
Years of Employment	Annual	Bi-weekly	Hourly
Less than 5 years	288	11.07692	0.13846
5 years but less than 8 years	312	12.00000	0.15000
8 years but less than 10 years	320	12.30769	0.15385
10 years but less than 16 years	352	13.53846	0.16923
16 years but less than 17 years	360	13.84615	0.17308
17 years but less than 18 years	368	14.15384	0.17692
18 years but less than 19 years	376	14.46154	0.18077
19 years but less than 20 years	384	14.76922	0.18462
20 years but less than 21 years	392	15.07692	0.18846
21 years but less than 22 years	400	15.38461	0.19231
22 years but less than 23 years	408	15.69230	0.19615
23 years but less than 24 years	416	16.00000	0.20000
24 years but less than 25 years	424	16.30769	0.20385

Accrual Rates			
Years of Employment	Annual	Bi-weekly	Hourly
25 or more years of service	432	16.61538	0.20769

There shall be no limit on the amount of BT accrued.

18.5 Donation of Benefit Time (BT) and/or Compensatory Time (CT)

Employees will be allowed to donate their accrued BT and/or compensatory time to other employees who are unable to work due to personal circumstances, e.g., illness, injury or personal emergency. There is no limit to the amount of accrued BT and/or CT that can be donated. Hours must be donated in one-hour increments.

This donation of BT and/or CT will only be permitted in those situations where the employee to whom the hours are being donated, has or will shortly be exhausting his/her BT and/or CT. This shall be confirmed with Payroll prior to the commencement of donations by other employees.

No donation will be permitted in situations where the employee is on industrial injury status and is receiving workers' compensation benefits.

Requests for donation will be considered on a case-by-case basis and will be coordinated by the Union shop stewards. The amount of benefit time and/or compensatory time donated shall be based upon the anticipated length of time the employee will be absent from work, as supported by available documentation from the employee's physician.

Employees wishing to donate hours to another represented employee must complete a donation form and submit it to his/her section manager. The manager will approve the form based upon the above criteria and forward it to the Payroll Section.

Once the hours have been donated by an employee, they become the property of the employee to whom they are being donated.

Upon receipt of the donation request, Payroll will process the request, and the hours will be transferred to the employees benefit time account in the next regular payroll cycle.

18.6 Cashout

A. UPON RETIREMENT OR DEATH

Upon retirement from the County or death, an employee or their beneficiary, shall be paid for

up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%. All BT in excess of four hundred and eighty (480) hours shall be cashed out at 35%.

B. UPON SEPARATION

An employee, upon separation with the County, shall be paid for up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%.

If an employee resigns without giving two weeks notice, the employee will forfeit thirty-three percent (33%) of his or her accrued BT for that calendar year. They will be paid one-hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

If an employee leaves the Employer after working less than six (6) months, the employee will forfeit sixty percent (60%) of his or her accrued BT. He or she will then be paid 40% of their accrued BT at his or her regular rate of pay.

If the employee is terminated for just cause, the employee will forfeit thirty-three percent (33%) of their accrued BT for that calendar year. They will be paid one hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

18.7 Holidays

Employees are expected to manage their use of BT to cover paid time off for holidays. If a new employee does not have accrued BT to cover a holiday because it is too close to his or her hire date, the employee's next paycheck will be short by the hours that his or her BT bank does not cover.

Except for salaried employees, all work performed on the following holidays shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day

- Day after Thanksgiving Day
- Christmas Day
- Day before or after Christmas Day (as scheduling requires for non-shift workers; shift workers will observe the day before Christmas as the holiday)

18.8 Holiday Shift Changes

Work schedule changes during holiday workweeks shall be made at least fourteen (14) days prior to the holiday, or when a holiday work schedule is set by a business team.

The decision to modify an employee's work schedule during a holiday workweek shall be made by the employee's supervisor and business team(s) based upon the business need. Individual employees may not modify their work schedule without prior approval of their supervisor and/or business team(s).

18.9 Vacation Scheduling

Vacation requests submitted prior to April 1 of each year shall be assigned in order of WTD-Wide seniority. Vacation requests submitted on or after April 1 each year shall be given preference in the order received.

ARTICLE 19: ATTENDANCE AWARD

19.1 Purpose

As part of the Productivity Initiative, Management is committed to providing incentives which are consistent with business needs and which are within the financial constraints of the business plans. In order to accomplish this goal, an attendance award system has hereby been established. Its purpose is to reward employees who have outstanding attendance and to encourage employees to value a commitment to perfect attendance.

19.2 Eligibility

Regular employees with no unscheduled or unexcused absences in a consecutive twelve (12) month period will be eligible for the attendance award.

Part-time employees' awards shall be pro-rated.

19.3 Administration

The program became effective January 1, 2001 and will be measured by consecutive months thereafter, twelve (12) months being the minimum. The award shall be cumulative but shall not exceed \$500.00 for a twelve (12) month period.

YEAR	MONETARY REWARD
One (1)	\$100.00
Two (2)	\$200.00
Three (3)	\$300.00
Four (4)	\$400.00
Five (5) or more	\$500.00

Employee absences will be tracked in accordance with Article 18 of the collective bargaining agreement. Employees are responsible for notifying their supervisor of possible eligibility on a timely basis. Notification shall be in writing or by electronic mail. Supervisors shall forward the

names of those eligible for the attendance award to their section manager for approval and submission to payroll.

19.4 Exemptions

Absences under the Family and Medical Leave Act and time off due to on-the-job injuries are considered exempt. Employees must be approved for Family and Medical Leave under either federal law or King County ordinance.

ARTICLE 20: JOB PROGRESSION

20.1 Purpose And Intent

The Employer and the Union agree to maintain a job progression system that will allow employees to move through the progression dependent on their contribution to the business.

The goal of the Job Progression Program is to provide covered employees at WTD with the opportunity for maximum career growth under a system that:

- Defines a progression path with attainable, realistic standards;
- Ensures that the same measurable criteria apply to all employees;
- Encourages employee development and career advancement;
- Increases efficiency and effectiveness in plant operation and maintenance;
- Promotes a productive, high quality work environment;
- Provides employees with maximum career growth opportunities to move through their job progression series based on demonstrated skills and knowledge within the prescribed time frames; and
- Compensates employees commensurate with the skills and knowledge that they have demonstrated through the program.

The Employer and the Union recognize that the job progression system is a good investment for both the employees and the County. The program will provide opportunities to employees so that they may have more control over their career growth at WTD while creating a more productive, higher quality work environment with increased efficiency and effectiveness in plant and conveyance system operations and maintenance.

20.2 System Maintenance

The Employer and the Union agree to maintain the Job Progression Program. The program shall be collaboratively administered by a Job Progression Oversight Committee (JPOC) composed of both labor and management representatives, who shall be responsible for the day-to-day operation of the program. The JPOC shall refer recommended refinement and changes which may affect contract terms, to the LMC for the review process. The JPOC is empowered to hear and resolve complaints or appeals relative to job progression. The JPOC shall make regular reports to the

1 Labor/Management Committee and operate under their direction. Additional guidelines regarding
2 the Job Progression Program are contained in the Job Progression Handbook and shall be considered
3 as an Appendix to the Agreement. This handbook shall be reviewed periodically by JPOC, which
4 may recommend any refinements and/or modifications which may affect contract terms to the LMC.

5 The wage structure for job progression in the Job Progression Handbook reflects a
6 collaborative agreement between the Employer and the Union. The wage structure shall be modified
7 to incorporate cost of living adjustments as described in Appendix A.

1 **ARTICLE 21: BENEFITS**

2 **21.1 Benefit Plan Administration**

3 The administration of the employee benefit plans is the responsibility of the Employer. The
4 Employer is committed to helping employees understand the benefits to which they are entitled
5 eliminating red tape where possible, and ensuring efficient administration by the parties with which it
6 contracts. The Employer may make administrative changes that are necessary or desirable and will
7 notify the Union of administrative changes as they occur.

8 The Employer shall maintain the current level of benefits under its medical, dental, vision and
9 life insurance programs during the life of this Agreement, except that:

10 A. There is an established County-wide Labor/Management Insurance Committee
11 (JLMIC) comprised of an equal number of representatives from the Employer and the King County
12 Labor Coalition whose function is to review, study, and make recommendations relative to existing
13 medical, dental, and life insurance programs.

14 B. The Union and the Employer agree to incorporate changes to employee insurance
15 benefits which the County may implement as a result of the agreement of the JLMIC.

16 **21.2 Eligibility**

17 Full-time regular, part-time regular, provisional, probationary, and term limited temporary
18 employees, their spouses, domestic partners, dependent children, and dependent children of an
19 employee's spouse or domestic partner are eligible for medical, dental, life, and disability insurance,
20 and vision benefits.

21 Regular full-time employees and their dependents and regular part-time employees who are
22 scheduled to work an average of twenty (20) hours per week in a biweekly pay period are eligible for
23 benefit coverage upon the first (1st) of the month following date of hire.

24 Temporary full-time employees and their dependents, and temporary part-time employees
25 who are scheduled to work an average of twenty (20) hours or more per week in a biweekly pay
26 period, and who are hired to fill positions intended to last one hundred eighty (180) days or longer,
27 shall be eligible for benefit coverage effective the first day of the month following date of hire.

28 Temporary full-time employees and temporary part-time employees who are hired to fill

positions intended to last less than one hundred eighty (180) continuous days are not eligible to receive benefits. However, in the event an employee's appointment is extended beyond one hundred eighty (180) continuous days, the employee shall be eligible to receive benefit coverage effective upon the first of the month following one hundred eighty (180) continuous days of service.

21.3 Retirement

Bargaining unit employees are currently covered by either the Public Employees Retirement System or by the City of Seattle Retirement System. All terms, conditions, and benefits shall be pursuant to the laws, ordinances, and rules and regulations governing these retirement systems.

21.4 Workers' Compensation

A. The Employer will maintain workers' compensation procedures and payments consistent with all state laws, administrative rules, and guidelines promulgated by the state legislature and Department of Labor and Industries.

B. In addition to the compensation benefits accruing to employees under state industrial insurance laws, or in addition to the compensation earned for alternative work, an employee may use his/her accrued Benefit Time to supplement the workers' compensation payment. An employee will not receive compensation in excess of what he/she would normally receive in net take-home pay. Any overpayment must be returned to the Employer. Net take-home pay will be calculated based on the employee's hourly wage at the time of injury times eighty (80) hours minus mandatory deductions.

C. Employees who become injured while at work shall be paid at their regular rate of pay for the remaining portion of the shift that they are unable to complete.

D. Employees who miss work due to on-the-job injuries will continue to accrue Benefit Time on straight-time hours of work lost, for a maximum of sixty (60) workdays missed during each calendar year.

E. While on workers' compensation, the employee must do the following:

1. Notify the Employer's Workers' Compensation Office if unavailable for more than twenty-four (24) hours during a regular workweek, from Monday through Friday.

2. Inform the Employer's Workers' Compensation Office, in writing, of other

1 employment or compensation received while being paid workers' compensation.

2 3. Respond or be available for medical treatment, medical examination,
3 vocational rehabilitation, consultation, or services. If records indicate two (2) "no shows" for
4 scheduled medical or vocational services, the Employer may request suspension of benefits.

5 4. Accept alternative work when authorized by the employee's physician as
6 being able to do so.

7 5. Maintain eligibility for workers' compensation under state regulations.

8 6. Attend all meetings and independent medical examinations scheduled by
9 the workers' compensation staff or the employee's division concerning the employee's status or
10 claim when properly notified at least twenty-four (24) hours in advance of such meeting or
11 examination unless other medical treatment is scheduled on the same date which conflicts with the
12 Employer's scheduling.

13 F. Employees will be provided a copy of the rules in this section when they file a
14 claim for workers' compensation.

15 **21.5 Sick Child Care Benefit Program**

16 The Employer agrees to provide employees with a sick child care service for eligible
17 dependent children. The service is provided at no cost to employees. The terms of the service are
18 specified under the Employer's contract with Virginia Mason Medical Center's Tender Loving Care
19 (TLC) Program.

20 **21.6 'Home Free' Guarantee**

21 The Employer will operate a program to provide employees with a free ride home, by taxi, if
22 on a given day the employee has commuted to work by bus, carpool, vanpool, bike or walking on the
23 day of the trip and has an emergency that day which requires the employee to leave work at other
24 than the employee's regularly schedule quit time. Determination of what constitutes a qualified
25 emergency will be made at each worksite by the employee designated by the Employer. Employees
26 can exercise their 'home free' guarantee a maximum of eight (8) times per calendar year.

27 **21.7 Executive Leave**

28 FLSA exempt employees with satisfactory performance evaluations for the preceding

1 calendar year who are covered by this Agreement shall receive three days of executive leave per
2 calendar year. Executive Leave up to seven additional days per year, as provided in Executive Policy
3 8-1-1, may be granted at the discretion of the Employer.

ARTICLE 22: LEAVES OF ABSENCE WITH AND WITHOUT PAY

22.1 Leaves of Absence With Pay

A. Bereavement Leave. In the event of death of a close relative or person with whom the employee had a close relationship, an employee will be granted two (2) days off with pay to attend the funeral. An additional day off will be granted when total travel to attend the funeral is two hundred (200) miles or more. In addition, an employee may use benefit time with approval of the employee's supervisor.

B. Jury Duty/Subpoena. An employee called for jury duty or subpoenaed may be allowed the necessary leave with pay not to exceed forty (40) hours per week. The employee should notify his/her supervisor immediately upon receiving notification of jury duty or subpoena. As the employee will be paid by the Employer, compensation received from a jury function shall be submitted to the Employer. Any payment for travel expenses will be reimbursed to the employee. The employee shall make every effort to report to work in case of early excusal. This section does not apply when the employee is a plaintiff or defendant.

C. Military Duty/Training Leave. An employee who is a member of the Washington National Guard or any organized reserve of the Armed Forces of the United States, and is ordered to be on active training duty, shall be allowed military leave in accordance with federal law. The employee must present orders for active or inactive training duty to his/her supervisor prior to taking leave. The employee may receive military leave for weekend reservist duty.

22.2 Leaves of Absence Without Pay

Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the Employer, except that the Employer shall grant leaves of absence without pay for the following reasons and lengths of time.

Type of Leave	Time
Family leave Maternity, paternity, adoption	Six (6) months
Medical leave	As certified by a physician
Military leave Active duty	Five (5) years unless otherwise required by law
Union business (as an officer or employee of the Union)	As required

22.3 Return from Leave of Absence

Employees wanting to return from a medical leave of absence, or who need to extend the leave of absence beyond the original return date, may be required to be examined by a physician of the Employer's choice at the Employer's cost to determine the employee's right to either a continuing leave or return to work status. Disputes concerning an employee's own medical leave are subject to the special medical arbitration process agreed upon by the Employer and the Union, as shown in Article 14.

Employees will be re-employed in their former classification at the end of the leave, provided the employee is able to perform the work. Seniority and Benefit Time accrual rates based upon seniority established at the time of departure on leave of absence shall be restored when the employee returns to work. No seniority or benefits will accrue while on a leave of absence without pay in excess of thirty (30) calendar days except as provided in this Agreement. In the case of Union business, employees granted leave will continue to earn seniority.

22.4 King County Family Medical Leave

Bargaining unit members shall be granted benefits consistent with all provisions of King County's Family and Medical Leave Act (KCFML) Ordinance, No. 13377. This includes but is not limited to eligibility requirements, terms, conditions and restrictions. The parties agree to re-open negotiations over KCFML if terms are negotiated and agreed to in coalition bargaining which differ from what the ordinance provides.

ARTICLE 23: SAFETY STANDARDS

The Employer and its employees value a safe working environment and recognize their mutual obligation to maintain safety standards. The Employer shall adopt and enforce a program in accordance with applicable state and federal laws and regulations that encourages the safety committees to establish programs that meet the Employer and the employee safety needs and that clearly delineates safety equipment needs, thereby setting the standard for all employees to perform their duties in a safe and competent manner.

The Employer shall supply and maintain safety-related items and equipment in accordance with established practice and special conditions.

ARTICLE 24: SPECIAL CONDITIONS

24.1 License and Tuition Reimbursement

Employees required to have special licenses and/or required to attend seminars/outside courses of study that relate to business needs and are approved in advance will be reimbursed.

24.2 Boiler License

Operators and Senior Operators who are regularly assigned to rotating shift at West Point are required to obtain and maintain a Steam Engineer License – Grade III and shall be paid \$25.00 per month for such license.

Operators and Sr. Operators at West Point are required to obtain and maintain a Steam Engineer License – Grade III within one (1) year after being regularly assigned to rotating shift.

Operators and Sr. Operators at West Point who are temporarily assigned to rotating shift will be required to satisfy the licensing requirement within twelve (12) months following the completion of the first six (6) months in their temporary assignment.

Operators and Sr. Operators at West Point who possess a Steam Engineer License – Grade III who are temporarily assigned to a rotating shift for thirty (30) days or more will be paid the \$25.00 monthly license premium while on rotating shift.

Other employees (at any work location) who are required by management to possess a Steam Engineer License – Grade III or Grade IV will be paid \$25.00 license premium during the period they are required to possess the license.

In the event a specific number of employees, other than rotating shift operators/seniors at West Point, is required to obtain/maintain a Steam Engines License, management will solicit volunteers. In the event an insufficient number of employees volunteer, management will assign based on management discretion. If there are too many volunteers, the assignment will be made based on classification family seniority.

24.3 Shoe Allowance

An employee who is required to wear safety shoes as a regular part of his/her duties will be provided safety shoes through a voucher process with a yearly limit of \$120.

24.4 Job Descriptions

1 A joint task force of the Employer and Union shall review, change, and/or develop new job
2 descriptions as necessary for the classifications listed in Appendix A of this Agreement.

3 **24.5 Vehicle Usage Reimbursement**

4 Employees who use their own vehicles on the Employer's business shall be reimbursed at the
5 Internal Revenue Service rate currently in effect.

6 **24.6 Personnel Files**

7 The employee or his/her representative (if the employee so authorizes in writing) may
8 examine the employee's personnel files, including the division personnel file and the permanent
9 personnel file by contacting WTD Human Resources staff. Only appropriate information shall be
10 maintained in an employee's personnel file.

11 Employees may request that a document be removed from their personnel file in accordance
12 with division established procedures and applicable policy.

13 **24.7 Performance Evaluation/Development Review**

14 The Employer shall maintain a system of employee performance evaluations/development
15 reviews designed to give a fair evaluation of the work performed by the employee and to guide the
16 professional development of the employee to meet business and individual needs.

17 The Employer and the Union shall jointly develop the performance evaluation/development
18 system to be used. The Employer will provide training on the appropriate use of the performance
19 evaluation/development review process.

20 Employee's performance shall be evaluated once per year. A copy of the final evaluation will
21 be provided to the employee, and a copy will be placed in the employee's permanent personnel file.
22 The employee will be given an opportunity within thirty (30) days of the evaluation to attach
23 comments to the evaluation in the personnel file.

24 An employee may appeal the evaluation to the Section Manager if he/she disagrees with the
25 ratings.

26 **24.8 Legal Counsel**

27 Whenever an employee is named as a defendant in a civil action arising out of the
28 performance of the employee's duties and is acting within the scope of employment, the Employer

1 shall, at the written request of the employee, furnish counsel (or solely at the Employer's discretion,
2 reimburse the employee the cost of their private counsel) to represent the employee to a final
3 determination of the action, without cost to the employee.

4 **24.9 Drug and Alcohol Testing Policy**

5 The parties have agreed to implement the "Policy for King County Prohibited Drug Use and
6 Alcohol Misuse Education and Testing Program" (hereinafter, "Drug and Alcohol Policy") with the
7 following modifications or additions:

8 A. All bargaining unit employees subject to this policy will be included in a single
9 random testing pool of County employees.

10 B. The Union will be provided with a copy of the form(s) prepared indicating the
11 grounds for requiring an employee to submit to a reasonable suspicion test within 24 hours of testing
12 or as soon as possible thereafter.

13 C. When available, a second supervisor will observe a reasonable suspicion test and
14 complete related forms in accordance with the Drug and Alcohol Policy.

15 **24.10 Job Shadow**

16 Employees may be permitted to "Job Shadow" on a voluntary basis. Job Shadowing shall be
17 conducted during off duty time and without compensation. The off-duty employee shall be permitted
18 to observe only and may not perform work of any kind. Job shadowing must be approved in advance
19 by the Supervisor of the affected area. Such approval shall be in writing with copies forwarded to
20 WTD-HR, and the Union.

21 Injuries sustained during a job shadow activity are not subject to worker's compensation.

22 Job shadow participants will be required to observe all safety rules and wear appropriate
23 personal protective clothing/equipment.

24 In the event that emergency circumstances arise while an off duty employee is engaged in a
25 job shadow activity and the assistance of the off-duty employee is required, the employee will be
26 paid at his/her regular or overtime rate, whichever is applicable.

27 **24.11 Vashon Island**

28 Residence on Vashon Island may be required, as a condition of employment, for positions

1 located at the Vashon Island Wastewater Treatment Plant. Employees who transfer to the Vashon
2 Island Treatment Facility will be given a reasonable amount of time to establish residency on Vashon
3 Island, if it is required.

1 **ARTICLE 25: SAVINGS CLAUSE**

2 Should any section of this Agreement or any addenda thereto be held invalid by operation of
3 law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any
4 provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be
5 affected thereby. In the event the Employer and the Union are unable to mutually agree upon
6 language to replace that held invalid by law or tribunal, the parties agree to resolve their
7 disagreement through the mediation and arbitration steps of the Conflict Resolution Procedure (12.6).

8 It is intended that this Agreement and the Employer's established personnel policies, rules,
9 and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in
10 conflict with this Agreement, their provisions shall be applicable to employees in the bargaining unit.
11 Wherever a conflict may arise between said personnel policies, rules, and regulations, and this
12 Agreement, the provisions of the Agreement shall control.

1 **ARTICLE 26: CONTRACTING OUT**

2 The Employer shall not contract out work performed and consistent with work performed by
3 members of the bargaining unit if the contracting of such work eliminates, reduces, or limits the
4 normal work load of the bargaining unit.

5 In the case of a circumstance that is beyond the control of the Employer at the time action is
6 required, that could not reasonably have been foreseen, and for projects which the Employer is not
7 reasonably able to provide the necessary tools, employees, or equipment to perform the work in a
8 timely and cost effective manner, the Employer shall be allowed to enter into temporary contract
9 arrangements for these purposes only. The Employer shall notify a work site leader and/or the
10 Local 925 business representative in advance and discuss the impact of and possible alternatives to
11 these arrangements, if any, on the bargaining unit.

1 **ARTICLE 27: TERM OF AGREEMENT**

2 This Agreement shall become effective November 1, 2003, and shall remain in effect through
3 October 31, 2006.

4
5 **APPROVED** this _____ day of _____, 2004

6
7
8
9 By _____

10 King County Executive

11
12
13
14
15
16 _____
17 Tara Jo Heinecke

18 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

APPENDIX A

COST OF LIVING ADJUSTMENTS AND WAGES

There will be three cost of living adjustments payable as follows:

January 1, 2004

January 1, 2005

January 1, 2006

A. 2004 Wage Increase

Effective January 1, 2004, the base rates of pay in effect on December 31, 2003 shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 2002 to September 2003, provided, however, such percentage increase shall not be less than two percent (2%), nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

In accordance with Article 8.4 of the contract, a permanent adjustment of \$0.03 per hour shall be added on top of each employee's base hourly pay rate on November 1, 2003 for a total adjustment of \$1.46 (\$0.03 plus \$1.43). This adjustment shall not be subject to COLA until January 1, 2004, at which time it shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 2002 to September 2003, provided, however, such percentage increase shall not be less than two percent (2%), nor shall it exceed six percent (6%).

B. 2005 Wage Increase

Effective January 1, 2005, the rates of pay in effect on December 31, 2004 shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 2003 to September 2004, provided, however, such percentage increase shall not be less than two percent (2%), nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage

1 Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics, U.S.
2 Department of Labor.

3 Also effective January 1, 2005, the permanent adjustment made in accordance with Article
4 8.4 of the contract shall be increased by 90% (ninety percent) of the percentage increase in the United
5 States City Average Consumer Price Index which occurs during the twelve (12) month period from
6 September 2003 to September 2004. The Index used shall be the Consumer Price Index for the
7 Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics,
8 U.S. Department of Labor.

9 **C. 2006 Wage Increase**

10 Effective January 1, 2006, the rates of pay in effect on December 31, 2005 shall be increased
11 by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price
12 Index which occurs during the twelve (12) month period from September 2004 to September 2005,
13 provided, however, such percentage increase shall not be less than two percent (2%), nor shall it
14 exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage
15 Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics, U.S.
16 Department of Labor.

17 Also effective January 1, 2006, the permanent adjustment made in accordance with Article
18 8.4 of the contract shall again be increased by ninety percent (90%) of the percentage increase in the
19 United States City Average Consumer Price Index which occurs during the twelve (12) month period
20 from September 2004 to September 2005, provided, however, such percentage increase shall not be
21 less than two percent (2%), nor shall it exceed six percent (6%). The Index used shall be the
22 Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W) as published by
23 the Bureau of Labor Statistics, U.S. Department of Labor.

24 **D. Classifications and Rates of Pay**

25 The classifications covered under this Agreement shall be compensated on the County's
26 Squared Salary Table on the ranges set forth below:

Class Code	MSA Code	Peoplesoft Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
7540700	8762	954000	Helper (Seasonal)	30	2-4-6-8-10
9101000	8742	912001	Assistant Custodian	26	2-4-6-8-10
9101100	8665	912103	Custodian	37	2-4-6-8-10
9101101			Custodian-2nd Shift	37	\$1.00 Shift Differential
7540600	8750	756601	Wastewater Treatment Utility Worker	38	2-4-6-8-10
9200100	8669	921101	Gardener	43	2-4-6-8-10
9200200	8670	921201	Senior Gardener	48	8-10
8106100	8084	812104	Industrial Painter	51	2-4-6-8-10
2211100	8172	221503	Inventory Purchasing Specialist I	42	1-2-4-6-8-10
2211200	8173	221606	Inventory Purchasing Specialist II	46	2-4-6-8-10
2211300	8174	221705	Inventory Purchasing Specialist III	49	10
4210100	8940	421309	Wastewater Support Specialist	43	1-2-4-6-8-10
8424100	8640	844201	Industrial Lubrication Systems Specialist	51	2-4-6-8-10
8423100	8639	844101	Industrial Engine Mechanic	55	2-4-6-8-10
8421100	8636	842401	Industrial Machinist	55	2-4-6-8-10
8420100	8633	842101	Industrial Maintenance Worker	42	6-8-10
8420200	8634	842201	Industrial Maintenance Mechanic	51	4-6-8-10
8420300	8635	842301	Industrial Maintenance Mechanic - Master	55	8-10
8421200	8637	842501	Industrial Machinist/Mechanic - Lead	59	10
8301100	8618	831101	Industrial Instrument Technician	57	8-10
8203100	8610	822201	Industrial Maintenance Electrician	57	8-10
8301200	8619	831201	Industrial Instrument/Electrical Technician Lead	61	10
7540100	8585	756101	Wastewater Treatment Operator-in-Training	38	6-8-10
7540200	8586	756202	Wastewater Treatment Operator	51	1-2-4-6-8-10
7540300	8587	753602	Wastewater Treatment Senior Operator	55	8-10
7540400	8588	756402	Wastewater Treatment Senior Operator in Charge	59	10
7540101			Wastewater Treatment Rotating Operator-in-Training	38	\$1.00 Shift Differential

Class Code	MSA Code	Peoplesoft Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
7540201			Wastewater Treatment Operator-Rotating	51	\$1.00 Shift Differential
7540301			Wastewater Treatment Senior Operator-Rotating	55	\$1.00 Shift Differential
7532100	8572	754301	Process Laboratory Specialist I	48	2-4-6-8-10
7532200	8573	754401	Process Laboratory Specialist II	52	2-4-6-8-10
7532300	8574	754501	Process Laboratory Specialist III	56	2-4-6-8-10
7120100	8520	713101	Wastewater Process Analyst I	54	2-4-6-8-10
7120200	8521	713201	Wastewater Process Analyst II	59	2-4-6-8-10
7120300	8522	713301	Wastewater Process Analyst III	64	2-4-6-8-10
7130100	8081	711204	Wastewater Process Engineer I	57	2-4-6-8-10
7130200	8082	711303	Wastewater Process Engineer II	66	2-4-6-8-10
7130300	8083	711404	Wastewater Process Engineer III	70	2-4-6-8-10
2334100	8223	234102	Safety and Health Administrator I	43	2-4-6-8-10
2334200	8224	234201	Safety and Health Administrator II	48	2-4-6-8-10
2334300	8225	234301	Safety and Health Administrator III	54	2-4-6-8-10
2334400	8226	234405	Safety and Health Administrator IV	63	2-4-6-8-10
Note: Rates are to be adjusted in accordance with Article 8.4 of the CBA.					

E. Classification Review and Wage Re-openers

During the term of this Agreement, the parties shall agree to review the following classifications: Safety & Health Administrator IV, Gardener, Senior Gardener, Custodian, and Inventory Purchasing Specialist. This review shall be as set forth below. The parties understand and agree that prior to finalizing classification review set forth below any preliminary findings will be reviewed by the Joint Task Force convened under Article 24.4, and acknowledge nothing herein negates the parties' bargaining obligations.

1. Safety & Health Administrator IV. By December 31, 2004, Wastewater Treatment Division (WTD) shall submit to the County's Human Resources Division (HRD) a completed and

1 reviewed position description questionnaire (PDQ) for the WTD Safety & Health Administrator IV
2 position. HRD staff will review the PDQ to determine the appropriate classification for that position;
3 such review shall be done in conjunction and consultation with a working committee of the Union
4 and WTD management and shall include an analysis of whether the work performed is more
5 accurately classified in another, existing County job classification, whether creation of a new
6 classification is appropriate or if the work is appropriately described by the existing job
7 classification. On or about June 1, 2005, the parties will meet to review the status of that
8 classification review, with the goal of commencing a joint salary study to determine the
9 classification's appropriate salary range. The parties' intent is to have the salary review completed
10 no later than six (6) months prior to the expiration of this Agreement and to reach agreement on an
11 appropriate wage rate to be effective during a successor Agreement's term.

12 **2. Gardener Classification Family Series and Custodian Classifications.** By December
13 31, 2004, WTD shall submit to HRD completed and reviewed modified PDQs (e.g., "speedy PDQ")
14 for positions in the following job classifications: WTD Gardener Classification Family and
15 Custodian. HRD staff will review the information provided to determine the appropriate
16 classifications for the positions within each series or classification; such review shall be done in
17 conjunction and consultation with a working committee of the Union and WTD management and
18 shall include an analysis of whether the work performed is more accurately classified in another,
19 existing County job classification, whether creation of a new classification is appropriate or if the
20 work is appropriately described by the existing job classification. On or about June 1, 2005, the
21 parties will meet to review the status of the classification review, with the goal of commencing a joint
22 salary study to determine the classifications' appropriate salary ranges. The parties' intent is to have
23 the salary review completed no later than six (6) months prior to the expiration of this Agreement and
24 to reach agreement on an appropriate wage rate to be effective during a successor Agreement's term.

25 **3. Inventory Purchasing Specialist.** By December 31, 2004, Wastewater Treatment
26 Division (WTD) shall submit to the County's Human Resources Division (HRD) a completed and
27 reviewed position description questionnaire (PDQ) for the positions in the WTD Inventory
28 Purchasing Specialist classification series, which may include analysis by WTD of the feasibility of

1 expanding the body of work assigned to positions' incumbents. HRD staff will review the PDQ to
2 determine the appropriate classifications for those positions; such review shall be done in conjunction
3 and consultation with a working committee of the Union and WTD management and shall include an
4 analysis of whether the work performed is more accurately classified in another, existing County job
5 classification series, whether creation of a new classification series is appropriate or if the work is
6 appropriately described by the existing job classification series. On or about June 1, 2005, the parties
7 will meet to review the status of that classification review, with the goal of commencing a joint salary
8 study to determine the classification's appropriate salary range. The parties' intent is to have the
9 salary review completed no later than six (6) months prior to the expiration of this Agreement and to
10 reach agreement on an appropriate wage rate to be effective during a successor Agreement's term.
11 The review shall also include an analysis of whether job progression should exist between each of the
12 levels of the classification series.

13 **4. Facilities Maintenance Constructor.** The parties agree that upon reallocation of the
14 existing Facilities Maintenance Constructor position to an Industrial Maintenance Mechanic, the
15 current incumbent shall be grandfathered at his current step in the new salary range. Such
16 grandfathering above the gate requirements will be non-precedent setting and may not be used as the
17 basis for any future grievance. Once the position is vacated and management determines to fill the
18 position opening, the parties will review and determine the job progression requirements of the
19 position.

20 **5. Wastewater Treatment Utility Worker.** The parties agree to review the feasibility of
21 creating a gate within the existing Wastewater Treatment Utility Worker job classification. In
22 addition, the parties will review the need for and feasibility of creating a Wastewater Treatment
23 Utility Worker II level. The parties will meet no later than June 1, 2005 to begin this review.